

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
ASSISTANT SECRETARY FOR HOUSING-FEDERAL HOUSING COMMISSIONER

Series and Series Number :

(Supersedes issue dated
June 29, 1992)

MATERIALS RELEASE NO. 628e

TO: DIRECTORS, HOUSING DIVISION
DIRECTORS, MULTIFAMILY DIVISION
DIRECTORS, SINGLE FAMILY DIVISION

ISSUE DATE: February 4, 1997

REVIEW DATE: February 4, 2000

SUBJECT: 1. Product Bituthene Waterproofing Barrier Membrane

2. Name and Address
of Manufacturer W. R. Grace and Company
62 Whittemore Avenue
Cambridge, MA 02140

Data on the nonstandard product described herein have been reviewed by the Department of Housing and Urban Development and determination has been made that it is considered suitable from a technical standpoint for the use indicated herein. This Release does not purport to establish a comparative quality or value rating for this product as compared to standard products normally used in the same manner.

This Materials Release cannot be used as an indication of endorsement, approval or acceptance by HUD of the described product, and any statement or representation, however made, indicating such approval, endorsement or acceptance by HUD is unauthorized. See Code 18, U.S.C. 709.

Any reproduction of this Release must be in its entirety.

USE: A waterproofing barrier membrane for concrete or masonry surfaces located in areas above and below grade, such as foundation walls and various slab applications. Bituthene membrane shall not be used in areas where it will be permanently exposed to sunlight.

DESCRIPTION:

Bituthene is a pliable waterproofing/dampproofing membrane containing a 0.056" thick rubberized asphalt layer bonded to a 0.004" cross laminated high density polyethylene sheet forming a single 0.060" barrier membrane.

The membrane is manufactured in rolls 66.7' in length and 3' in width; the lengths are rolled and interwound with a special release paper to protect adhesive surfaces prior to application.

INSTALLATION:

The membrane shall be installed in strict conformance with the specifications and details of the manufacturer's latest Contractor Handbook BIT-093B.

PHYSICAL PROPERTIES:

W. R. Grace & Company has the physical properties of Bituthene on file with HUD.

WARRANTY:

Manufacturer's Warranty

W. R. Grace & Co. hereby warrants that for a period of five (5) years from the date of completion of installation of Bituthene at the subject building:

1. Water will not leak directly through any individual Bituthene sheet as a result of deterioration of the sheet caused by ordinary wear and tear and the effects thereof; and
2. Bituthene membrane will bridge ruptures caused by cracking of the immediate substrate up to 1/16th of an inch in width.

If at any time during such five (5) year period the Bituthene does not perform as warranted above, then W.R. Grace & Co. will replace Bituthene, to the extent that Bituthene is found by W. R. Grace & Co. not to comply with this warranty.

This warranty does not apply to any Bituthene sheet unless installed and maintained in conformance with the printed instructions of W. R. Grace & Co. from time to time in effect. Further, this warranty does not cover damage caused by abuse or abnormal use of the Bituthene, acts of God, inadequate or faulty design of the subject building (except as specified in Clause 2 above) and to repairs or installations made by other persons not approved by W. R. Grace & Co.. In addition, this warranty does not cover any costs or expenses associated with the removal, excavation or replacement of concrete or other superstrates in connection with the testing, repair, removal or replacement of Bituthene.

Contractor or Installer's Warranty

Installer shall be required to furnish the owner, in writing, his properly executed warranty against defective workmanship for a period of one (1) year. Installer shall further certify that installation of barrier membrane has been made in strict accordance with manufacturer's printed instructions.

MANUFACTURER'S RESPONSIBILITIES:

Issuance of this Materials Release (MR) commits the manufacturer to fulfill, as a minimum, the following:

1. Produce, label and certify the material, product or system in strict accordance with the terms of this MR.
2. Provide necessary corrective action in a timely manner for all cases of justified complaint, poor performance or failure reported by HUD.
3. When requested, provide the Office of Consumer and Regulatory Affairs, HUD Headquarters, with a representative list of properties, in which the material, product or system has been used, including complete addresses or descriptions of locations and dates of installation.
4. Inform HUD in advance of changes in production facilities, methods, design of the product, company name, ownership or mailing address.

EVALUATION:

This MR shall be valid for a period of three years from the date of initial issuance or most recent renewal or revision, whichever is later. The holder of this MR shall apply for a renewal or revision 90 days prior to the Review Date printed on this MR. Submittals for renewal or revision shall be sent to HUD Headquarters. Appropriate User Fee shall be sent to:

U. S. Department of Housing and Urban Development
Technical Suitability of Products Fees
P. O. Box 954199
St. Louis, MO 63195-4199

The holder of this MR may apply for revision at any time prior to the Review Date. Minor revisions may be in the form of a supplement to the MR.

If the Department determines that a proposed renewal or supplement constitutes a revision, the appropriate User Fee for a revision will need to be submitted in accordance with Code of Federal Regulations 24 CFR 200.934, "User Fee System for the Technical Suitability of Products Program," and current User Fee Schedule.

CANCELLATION:

Failure to apply for a renewal or revision shall constitute a basis for cancellation of this MR. HUD will notify the manufacturer that the MR may be canceled when:

1. conditions under which the document was issued have changed so as to affect production of, or to compromise the integrity of the accepted material, product, or system,
2. the manufacturer has changed its organizational form without notifying HUD, or
3. the manufacturer has not complied with responsibilities it assumed as a condition of HUD's acceptance.

However, before cancellation, HUD will give the manufacturer a written notice of the specific reasons for cancellation, and the opportunity to present views on why the MR should not be canceled. No refund of fees will be made on a canceled document.

This Materials Release is issued solely for the captioned firm,
and is not transferable to any person or successor entity.
